

FILED
US DISTRICT COURT
DISTRICT OF ALASKA

2005 DEC 27 PM 3:51
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5 Attorneys for Nugget Construction Co.,
Inc., and USF&G, Defendants

6 IN THE UNITED STATES DISTRICT COURT
7 FOR THE DISTRICT OF ALASKA AT ANCHORAGE

8 UNITED STATES OF AMERICA for the)
9 use of NORTH STAR TERMINAL &)
STEVEDORE COMPANY, d/b/a NORTHERN)
10 STEVEDORING & HANDLING, and NORTH)
STAR TERMINAL & STEVEDORE COMPANY,)
11 d/b/a Northern Stevedoring &)
Handling, on its own behalf,)

No. A98-009 CIV (HRH)

12 Plaintiffs,)

13 and)

14 UNITED STATES OF AMERICA for the)
use of SHORESIDE PETROLEUM, INC.,)
15 d/b/a Marathon Fuel Service, and)
SHORESIDE PETROLEUM, INC., d/b/a)
16 Marathon Fuel Service, on its own)
behalf,)

17 Intervening Plaintiffs,)

18 and)

19 METCO, INC.,)

20 Intervening Plaintiff,)

21 vs.)

22 NUGGET CONSTRUCTION, INC.; SPENCER)
ROCK PRODUCTS, INC.; UNITED)
23 STATES FIDELITY AND GUARANTY)
COMPANY; and ROBERT A. LAPORE,)

24 Defendants.)
25

NUGGET CONSTRUCTION,
INC.'S MEMORANDUM IN
OPPOSITION TO
SHORESIDE'S AND METCO'S
JOINDER IN NORTH STAR'S
MOTION TO COMPEL

1 Defendant Nugget Construction, Inc. ("Nugget") submits
2 this memorandum in opposition to Plaintiffs and Use-Plaintiffs
3 Shoreside Petroleum, Inc., d/b/a Marathon Fuel Service
4 ("Shoreside") and Metco, Inc.'s ("Metco") Joinder in North
5 Star's Motion to Compel. (Shoreside and Metco's motion is dated
6 on December 19, 2005.)
7

8 Nugget incorporates by reference and asserts herein
9 for all purposes its arguments propounded in its Memorandum in
10 Opposition to Plaintiff and Use-Plaintiff North Star Terminal
11 and Stevedoring Company's ("North Star") Motion to Compel
12 Discovery. (North Star's motion is dated December 14, 2005, and
13 Nugget's memorandum in opposition is dated December 27, 2005.)
14

15 The joinder makes clear that Shoreside and Metco seek
16 information related to Nugget's financial condition for judgment
17 purposes, which is premature and unwarranted. That information
18 is not properly sought at this time as set forth more fully in
19 Nugget's Memorandum in Opposition to North Star's Motion to
20 Compel. Shoreside and Metco improperly attempt to invade
21 Nugget's confidential and proprietary rights.
22
23
24

25 *U.S. ex rel. North Star, et al. v. Nugget Construction, et al.*
Case No. A98-009 CIV (HRH)
Nugget Construction, Inc.'s Memorandum in
Opposition to Shoreside's and Metco's Joinder
in North Star's Motion to Compel -- Page 2 of 5

1 Further, as detailed in Nugget's Memorandum in
2 Opposition to North Star's Motion to Compel, Nugget has
3 persistently acknowledged its obligations under Fed. R. Civ.
4 P. 26(a)(1)(D) and 26(e) as to the disclosure of any insurance
5 policy which might provide coverage in this matter. Nugget, as
6 it has previously advised, is unaware of any such policy. Thus,
7 Shoreside's and Metco's Joinder in North Star's Motion to Compel
8 Discovery should be denied.
9

10 Nugget requests the award of its reasonable costs and
11 expenses incurred in opposing Shoreside's and Metco's Joinder in
12 North Star's Motion to Compel pursuant to Fed. R. Civ.
13 P. 37(a)(4)(B). Nugget also requests in the alternative that the
14 court apportion reasonable expenses should it grant in part or
15 deny in part Shoreside's and Metco's Joinder pursuant to Fed. R.
16 Civ. P. 37(a)(4)(C).
17
18

19 CONCLUSION

20 For all the foregoing reasons, the Court should deny
21 North Star's Motion to Compel Discovery, and Shoreside's and
22 Metco's Joinder in North Star's Motion, and award Nugget its
23 reasonable costs expended on opposing the motions to compel
24

25 *U.S. ex rel. North Star, et al. v. Nugget Construction, et al.*
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Nugget Construction, Inc.'s Memorandum in
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in North Star's Motion to Compel -- Page 3 of 5

1 filed by the three Plaintiffs and Use-Plaintiffs in this
2 litigation.

3
4 Dated: December 27, 2005 OLES MORRISON RINKER & BAKER LLP
5 Attorneys for Nugget Construction,
6 Inc., and United States
7 Fidelity and Guaranty Co.

8 By: 

9 Traeger Machetanz
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13 P-GYH 093 OPP to Metco Shoreside Joinder 122705
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CERTIFICATE OF SERVICE

I hereby certify that on this 27th
day of December, 2005, a true and correct
copy of the foregoing was mailed/hand
delivered, as indicated, to:

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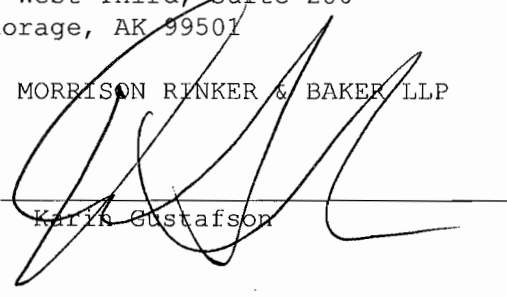
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